

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

Amber Knautz, individually and on behalf of all  
others similarly situated,

Plaintiff,

-v.-

Walmart Inc.,

Defendant.

Case No. 3:22-cv-50236

**DECLARATION OF ANDREW  
LEFF IN SUPPORT OF  
DEFENDANT'S MOTION TO  
DISMISS PLAINTIFF'S  
COMPLAINT WITH PREJUDICE**

I, Andrew Leff, do hereby declare as follows:

1. I am an associate with the law firm Covington & Burling LLP, counsel to Defendant Walmart Inc. in this action. I am submitting this declaration to put documents before the Court in connection with Defendant's Motion to Dismiss in this case. This declaration is based on my personal knowledge and on information and documents in the possession of my firm.

2. Attached as **Exhibit A** is a summary of putative class actions filed by Plaintiffs' firm, Sheehan & Associates, in Illinois federal district courts (in 2021 and 2022), as well as in New York and California federal district courts (November 2017 through November 2021), as reported by Westlaw on November 9, 2021, and Bloomberg Law on November 4, 2022.

3. Attached as **Exhibit B** is a true and correct copy of Plaintiff's Complaint in this case, filed as Dkt. No. 1.

4. Attached as **Exhibit C** is a true and correct copy of U.S. Patent and Trademark Office filings for the COFFEE RICH mark on coffee creamer. These documents are publicly available at <https://tsdr.uspto.gov/documentviewer?caseId=sn72175391#docIndex=0&page=1>.

5. Attached as **Exhibit D** is a true and correct copy of U.S. Patent and Trademark Office filings for the COFFEE MATE mark on coffee creamer. These documents are publicly available at <https://tsdr.uspto.gov/documentviewer?caseId=sn72259404#docIndex=0&page=1>.

I declare under penalty of perjury that the foregoing is true and correct.

/s/Andrew Leff

Andrew Leff

620 Eighth Avenue  
New York, N.Y. 10018  
Telephone: (212) 841-1000  
aleff@cov.com

*Attorney for Defendant  
Walmart Inc.*

Executed in New York, New York on November 14, 2022.

# **EXHIBIT A**

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>1</b> <i>Lesorgen v. Mondelez Global LLC</i> , No. 3:22-cv-50375	N.D. Ill.	10/28/2022	chewing gum (mint flavoring)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>2</b> <i>Jackson-Dorsey v. Conagra Brands, Inc.</i> , No. 1:22-cv-05863	N.D. Ill.	10/24/2022	microwave popcorn (real ingredients)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>3</b> <i>Martinez v. Unilever United States, Inc.</i> , No. 1:22-cv-05664	N.D. Ill.	10/15/2022	Mint Chocolate Chip ice cream (mint flavoring)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>4</b> <i>Carmen v. Zesty Paws LLC</i> , No. 1:22-cv-05529	N.D. Ill.	10/9/2022	nutritional supplements for pets (active ingredients)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>5</b> <i>Forlenza v. Herr Foods Incorporated</i> , No. 1:22-cv-05278	N.D. Ill.	9/27/2022	jalapeño poppers flavored cheese curls (flavors)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>6</b> <i>Barnett v. Schwan's Consumer Brands, Inc.</i> , No. 3:22-cv-02178	S.D. Ill.	9/18/2022	frozen apple pie (real butter)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

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7 <i>Wilim v. 7-Eleven, Inc.</i> , No. 1:22-cv-04886	N.D. Ill.	9/9/2022	jalapeño peanuts (flavoring)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
8 <i>Moore v. Kellogg Sales Company</i> , No. 3:22-cv-03172	C.D. Ill.	9/5/2022	toasted wheat crackers (whole grain)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
9 <i>Suarez v. Conagra Brands, Inc.</i> , No. 1:22-cv-04743	N.D. Ill.	9/4/2022	sunflower seeds (flavoring)	Wisconsin Deceptive Trade Practices Act (“DTPA”), Wis. Stat. § 100.18 and/or Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
10 <i>Sumner v. Kroger Co.</i> , No. 3:22-cv-01950	S.D. Ill.	8/21/2022	coffee creamer (dairy ingredients)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
11 <i>Borovoy v. Mark Anthony Brands Inc.</i> , No. 1:22-cv-04251	N.D. Ill.	8/11/2022	flavored alcoholic beverages (natural lime)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

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<b>12</b> <i>Baker v. Walmart Inc.</i> , No. 3:22-cv-03148	C.D. Ill.	8/7/2022	honey mustard (sugar)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>13</b> <i>Guzman v. Walmart Inc.</i> , No. 1:22-cv-03465	N.D. Ill.	7/5/2022	mayonnaise dressing (olive oil)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>14</b> <i>Leshchiner v. Kellogg Sales Company</i> , No. 1:22-cv-03464	N.D. Ill.	7/3/2022	cranberry almond chewy nut bars (amount of cranberries and almonds)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>15</b> <i>Knautz v. Walmart Inc.</i> , No. 3:22-cv-50236	N.D. Ill.	7/1/2022	coffee creamer (dairy ingredients)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>16</b> <i>Nastali v. Dollar General Corporation</i> , No. 3:22-cv-50212	N.D. Ill.	6/19/2022	Fudge Mint Cookies (fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>17</b> <i>Garza v. Nestle USA, Inc.</i> , No. 1:22-cv-0309	N.D. Ill.	6/14/2022	infant formula with iron (transition formula)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

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<b>18</b> <i>Hunt v. General Mills Sales, Inc.</i> , No. 1:22-cv-02835	N.D. Ill.	5/29/2022	granola bars (honey)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>19</b> <i>Brown v. Zamora Company USA, LLC</i> , No. 1:22-cv-02703	N.D. Ill.	5/22/2022	premium rum (authenticity)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>20</b> <i>Davis v. Ricola USA, Inc.</i> , No. 3:22-cv-03071	C.D. Ill.	5/8/2022	cough suppressant and oral anesthetic lozenges (herbs inactive ingredients)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>21</b> <i>Melvan v. General Mills Sales, Inc.</i> , No. 1:22-cv-02114	N.D. Ill.	4/24/2022	rye flour snack mix (whole grain)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>22</b> <i>Biczo v. Ferrara Candy Company</i> , No. 1:22-cv-01967	N.D. Ill.	4/16/2022	caramel candy (real milk)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>23</b> <i>Cristia v. Trader Joe's Company</i> , No. 1:22-cv-01788	N.D. Ill.	4/6/2022	juice, cold pressed (cold pressed process)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment



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<b>24</b> <i>Ledezma v. Upfield US Inc.</i> , No. 1:22-cv-01618	N.D. Ill.	3/28/2022	vegetable oil spread (olive oil)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>25</b> <i>Clark v. Blue Diamond Growers</i> , No. 1:22-cv-01591	N.D. Ill.	3/27/2022	almonds, smokehouse (smoked flavor)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>26</b> <i>Harmon v. Pharmavite LLC</i> , No. 3:22-cv-50091	N.D. Ill.	3/26/2022	fruit flavored gummy vitamins (natural flavors)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>27</b> <i>McDermott v. General Mills Sales, Inc.</i> , No. 1:22-cv-01555	N.D. Ill.	3/24/2022	fruit snacks filled with fruit flavored liquids (natural flavors)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>28</b> <i>Smith v. General Mills Sales, Inc.</i> , No. 1:22-cv-01529	N.D. Ill.	3/23/2022	frozen cheese pizza rolls (cheese)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>29</b> <i>Raczkowski v. Pinnacle Foods Inc</i> , No. 2:22-cv-02061	C.D. Ill.	3/22/2022	vegetable oil spread (olive oil)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment



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<b>30</b> <i>Gardner v. Ferrara Candy Company</i> , No. 1:22-cv-01272	N.D. Ill.	3/10/2022	hard caramel candy (caramel)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>31</b> <i>Sneed v. Ferrero U.S.A., Inc.</i> , No. 1:22-cv-01183	N.D. Ill.	3/6/2022	sweet cream cocoa wafer (cream)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>32</b> <i>Hamidani v. Bimbo Bakehouse LLC</i> , No. 1:22-cv-0102	N.D. Ill.	2/26/2022	brown bread (whole grain)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>33</b> <i>Crawford v. Arizona Beverages USA LLC</i> , No. 3:22-cv-00220	S.D. Ill.	2/6/2022	combination of iced tea and lemonade (lite)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>34</b> <i>Surratt v. CVS Pharmacy, Inc.</i> , No. 1:22-cv-00650	N.D. Ill.	2/5/2022	infant formula with iron (toddler)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

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<b>35</b> <i>Matthews v. Polar Corp .</i> , No. 1:22-cv-00649	N.D. Ill.	2/4/2022	carbonated water (lemon)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>36</b> <i>Alexander v. BlueTriton Brands, Inc.</i> , No. 1:22-cv-00648	N.D. Ill.	2/4/2022	sparkling water (lemon)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>37</b> <i>Kowal v. Snyder's-Lance, Inc.</i> , No. 1:22-cv-00441	N.D. Ill.	1/25/2022	butter snap pretzels (butter)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>38</b> <i>Haas v. Aldi Inc.</i> , No. 1:22-cv-00375	N.D. Ill.	1/22/2022	pretzels, fudge (fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>39</b> <i>Cox v. Star Brands North America, Inc.</i> , No. 3:22-cv-00141	S.D. Ill.	1/22/2022	pretzels, fudge (fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

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<b>40</b> <i>Gouwens v. Target Corporation</i> , No. 3:22-cv-50016	N.D. Ill.	1/16/2022	fruit punch beverage concentrate (natural flavors)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breach of Contract; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>41</b> <i>Jacobs v. Whole Foods Market Group, Inc.</i> , No. 1:22-cv-00002	N.D. Ill.	1/1/2022	rice pilaf (packaging)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>42</b> <i>Wilim v. Mondelez Global LLC</i> , No. 1:21-cv-06855	N.D. Ill.	12/24/2021	honey wheat crackers (honey, whole grain)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>43</b> <i>Hancock v. Arizona Beverages USA LLC</i> , No. 3:21-cv-01735	S.D. Ill.	12/22/2021	mango drinks (fortified)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>44</b> <i>Foster v. Nestle Health Science US Holdings, Inc.</i> , No. 1:21-cv-01360	C.D. Ill.	12/21/2021	peppermint oil capsules (medical food)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>45</b> <i>Swanberg v. Trader Joe's Company</i> , No. 1:21-cv-06496	N.D. Ill.	12/4/2021	Honey graham crackers (honey, whole grain graham flour)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>46</b> <i>DeMaso v. Walmart Inc.</i> , No. 1:21-cv-06334	N.D. Ill.	11/28/2021	cookies (fudge/chocolate)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>47</b> <i>Fleming v. Del Monte Foods, Inc.</i> , No. 3:21-cv-01462	S.D. Ill.	11/19/2021	green beans (preservative)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>48</b> <i>Spell v. Inventure Foods, Inc.</i> , No. 3:21-cv-01426	S.D. Ill.	11/14/2021	Crunchy Fries Snack (potatoes)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>49</b> <i>Kuciver v. KSF Acquisition Corporation</i> , No. 1:21-cv-05964	N.D. Ill.	11/6/2021	meal replacement foods (clinically proven)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>50</b> <i>OLeary v. The Stop &amp; Shop Supermarket Company LLC</i> , No. 7:21-cv-08918	S.D.N.Y.	11/1/2021	fish oil capsules (authentic)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>51</b> <i>Dildine v. 7-Eleven, Inc.</i> , No. 6:21-cv-06668	W.D.N.Y.	10/30/2021	Extra Strength Energy "shots" (natural flavors)	New York General Business Law §§ 349 & 350; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>52</b> <i>Hawkins v. The Coca-Cola Company</i> , No. 7:21-CV-08788	S.D.N.Y.	10/28/2021	piña colada flavored soda (natural flavors)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>53</b> <i>Kuciver v. Fermented Sciences, Inc.</i> , No. 1:21-cv-05668	N.D. Ill.	10/24/2021	hard seltzer, Hard Kombucha (fortified)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>54</b> <i>Russett v. Kellogg Sales Company</i> , No. 7:21-cv-08572	S.D.N.Y.	10/19/2021	Whole Grain Frosted Strawberry Toaster Pastries (whole grain, strawberries)	New York General Business Law §§ 349 & 350; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>55</b> <i>Troutt v. Mondelez Global LLC</i> , No. 3:21-cv-01279	S.D. Ill.	10/19/2021	shortbread cookies (authentic)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>56</b> <i>Cerretti v. Whole Foods Market Group, Inc.</i> , No. 1:21-cv-05516	N.D. Ill.	10/17/2021	ice cream bars (chocolate)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>57</b> <i>Quinn v. Trader Joe's Company</i> , No. 1:21-cv-05513	N.D. Ill.	10/16/2021	toaster pastries (strawberry)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>58</b> <i>Mogollon v. Costco Wholesale Corp.</i> , No. 1:21-cv-08361	S.D.N.Y.	10/10/2021	Ground Himalayan Pink Salt (authentic origins)	New York General Business Law §§ 349 & 350; Connecticut Unfair Trade Practices Act Sec. 42-110a et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>59</b> <i>Khaimova v. Anheuser-Busch, LLC</i> , No. 1:21-cv-05268	N.D. Ill.	10/5/2021	hard seltzer (Agave)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>60</b> <i>Jackson v. Kraft Heinz Foods Company</i> , No. 1:21-cv-05219	N.D. Ill.	10/2/2021	pizza bagels (cheese, tomato sauce)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>61</b> <i>Kelly v. Kasim International Corp.</i> , No. 1:21-CV-08134	S.D.N.Y.	10/1/2021	Nectars (identify preservatives)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>62</b> <i>Strow v. B&amp;G Foods, Inc.</i> , No. 1:21-cv-05104	N.D. Ill.	9/27/2021	no-stick spray (butter)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>63</b> <i>Hauger v. Dollar General Corporation</i> , No. 1:21-cv-01270	C.D. Ill.	9/23/2021	crackers (whole grain graham, honey)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>64</b> <i>Valcarcel v. Ahold U.S.A., Inc.</i> , No. 1:21-CV-07821	S.D.N.Y.	9/18/2021	cinnamon flavored gram crackers (whole grain flour)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>65</b> <i>Sanders v. The Hillshire Brands Company</i> , No. 3:21-cv-01155	S.D. Ill.	9/18/2021	Breakfast sandwiches (whole grain)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>66</b> <i>Read v. Anheuser-Busch Inbev Worldwide Inc.</i> , No. 1:21-cv-01261	C.D. Ill.	9/11/2021	hard seltzer (Agave)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>67</b> <i>Huston v. Conagra Brands, Inc.</i> , No. 4:21-cv-04147	C.D. Ill.	9/4/2021	brownie mix (chocolate fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>68</b> <i>Burns v. General Mills Sales, Inc.</i> , No. 3:21-cv-01099	S.D. Ill.	9/3/2021	brownie mix (chocolate fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>69</b> <i>Akers v. Costco Wholesale Corporation</i> , No. 3:21-cv-01098	S.D. Ill.	9/3/2021	carbonated (sparkling) flavored water (flavoring)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
70 <i>Angeles v. BlueTriton Brands, Inc.</i> , No. 1:21-CV- S.D.N.Y. 07255		8/29/2021	Carbonated mineral water with lemon (deceptive lemon ingredient and packaging)	New York General Business Law §§ 349 & 350; Violation of State Consumer Fraud Acts (On Behalf of the Consumer Fraud Multi-State Class); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
71 <i>Lederman v. The Hershey Company</i> , No. 1:21-cv-04528	N.D. Ill.	8/24/2021	chocolate topping (chocolate fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
72 <i>Bartosiake v. Bimbo Bakeries USA, Inc.</i> , No. 1:21-cv-04495	N.D. Ill.	8/23/2021	chocolate cake (chocolate fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
73 <i>Reinitz v. Kellogg Sales Company</i> , No. 1:21-cv-01239	C.D. Ill.	8/23/2021	toaster pastries (chocolate fudge)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
74 <i>Harris v. Kellogg Sales Company</i> , No. 3:21-cv-01040	S.D. Ill.	8/21/2021	toaster pastries (strawberry)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
75 <i>Harris v. Kashi Sales, L.L.C.</i> , No. 3:21-cv-50376	N.D. Ill.	8/16/2021	cereal bars (mixed berries and honey)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Violation of State Consumer Fraud Acts; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>76</b> <i>Cashman v. Ferrara Candy Company</i> , No. 1:21-cv-04033	N.D. Ill.	7/29/2021	cookies (fudge/chocolate)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>77</b> <i>Rudy v. D F Stauffer Biscuit Co Inc.</i> , No. 1:21-cv-3938	N.D. Ill.	7/24/2021	lemon snaps (lemons)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>78</b> <i>Steinberg v. Icelandic Provisions, Inc.</i> , No. 3:21-CV-05568	N.D.C.A.	7/20/2021	Icelandic dairy product (authentic skyr)	Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. Unlawful Conduct Prong; Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. Unfair and Fraudulent Conduct Prongs; Violation of California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq.; Violation of California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq.; Unjust Enrichment
<b>79</b> <i>Rice v. Dreyer's Grand Ice Cream, Inc. et al</i> , No. 1:21-cv-03814	N.D. Ill.	7/18/2021	ice cream bars (chocolate, milk chocolate)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>80</b> <i>Karlinski v. Costco Wholesale Corporation</i> , No. 1:21-cv-03813	N.D. Ill.	7/17/2021	ice cream bars (chocolate)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>81</b> <i>Ivory v. Nestle USA, Inc.</i> , No. 1:21-cv-01193	C.D. Ill.	7/13/2021	coffee creamer (serving size)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>82</b> <i>Austin et al v. Chobani, LLC</i> , No. 7:21-CV-05949	S.D.N.Y.	7/12/2021	Yogurt, dairy farms (Fair Trade Certified Dairy scam)	Florida Deceptive and Unfair Trade Practices Act, New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>83</b> <i>Shelton v. Kraft Heinz Foods Company</i> , No. 3:21-cv-00799	S.D. Ill.	7/11/2021	butter-flavored crackers (vegetable oils)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>84</b> <i>Ferguson v. Tropicale Foods, LLC</i> , No. 1:21-CV-03775	S.D.N.Y.	7/6/2021	Mexico ice pops (whole ingredients; authenticity)	New York General Business Law (“GBL”) §§ 349 & 350 (Consumer Protection Statute); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>85</b> <i>Rudy v. Family Dollar Stores, Inc.</i> , No. 1:21-cv-03575	N.D. Ill.	7/5/2021	nuts, almonds (smoked flavor)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>86</b> <i>Vesota v. Aldi Inc.</i> , No. 1:21-cv-03574	N.D. Ill.	7/3/2021	imported cheese (smoked flavor)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>87</b> <i>Chiappetta v. Kellogg Sales Company</i> , No. 1:21-cv-03545	N.D. Ill.	7/1/2021	toaster pastries (strawberry)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>88</b> <i>Zurliene v. Dreyers Grand Ice Cream, Inc.</i> , No. 3:21-cv-00747	S.D. Ill.	6/28/2021	Ice cream bars (chocolate, vegetable oil)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>89</b> <i>Smith v. Frito-Lay North America, Inc.</i> , No. 3:21-CV-04863	N.D.C.A.	6/24/2021	corn chips, hint of lime (flavorings)	Violation of California Business & Professions Code §§ 17200 et seq. – Unlawful Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17200, et seq. – Unfair and Fraudulent Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17500, et seq. – False and Misleading Advertising); Unjust Enrichment
<b>90</b> <i>Spureck v. Demet's Candy Company, LLC</i> , No. 7:21-CV-05506	S.D.N.Y.	6/23/2021	White fudge covered pretzels (misrepresented as fudge)	New York General Business Law §§ 349 & 350 ; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>91</b> <i>Elder v. Bimbo Bakeries USA, Inc.</i> , No. 3:21-cv-00637	S.D. Ill.	6/20/2021	loaf cake (butter)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>92</b> <i>Adams v. Tops Markets, LLC</i> , No. 1:21-CV-00753	W.D.N.Y.	6/19/2021	Coffee (quality and package)	Vermont Consumer Fraud Act, 9 Vt. Stat. Ann §§ 2451, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq. 55.; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>93</b> <i>Warren v. Whole Foods Market California, Inc.</i> , No. 3:21-CV-04577	N.D.C.A.	6/15/2021	dairy coffee creamer (vanilla)	Violation of California Business & Professions Code §§ 17200 et seq. – Unlawful Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17200, et seq. – Unfair and Fraudulent Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17500, et seq. – False and Misleading Advertising); Unjust Enrichment
<b>94</b> <i>Hodges et al v. King's Hawaiian Bakery West, Inc.</i> , No. 4:21-CV-04541	N.D.C.A.	6/11/2021	Hawaiian Sweet Rolls (authentic)	Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. Unlawful Conduct Prong; Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. Unfair and Fraudulent Conduct Prongs; Violation of California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq.; Violation of California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq.; Violations of New York General Business Law Sections 349 and 350; Unjust Enrichment
<b>95</b> <i>Schrode v. Arizona Beverages USA LLC</i> , No. 1:21-cv-03159	N.D. Ill.	6/11/2021	ice-tea and lemonade beverage (calories)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>96</b> <i>Hiltz v. Inventure Foods, Inc.</i> , No. 1:21-cv-03140	N.D. Ill.	6/10/2021	onion snacks (onions)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>97</b> <i>Tedeschi v. Diageo North America, Inc.</i> , No. 1:21-CV-04940	S.D.N.Y.	6/3/2021	Mature Sugar Cane Rum ("Sistema Solera" aging process)	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>98</b> <i>Javed v. Fairlife LLC</i> , No. 3:21-CV-04182	N.D.C.A.	6/2/2021	high protein milk beverages (vanilla)	Violation of California Business & Professions Code §§ 17200 et seq. – Unlawful Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17200, et seq. – Unfair and Fraudulent Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17500, et seq. – False and Misleading Advertising; Violation of California Civil Code §§ 1750, et seq. – Consumers Legal Remedies Act); Unjust Enrichment
<b>99</b> <i>Saldivar v. Nestle USA Inc.</i> , No. 3:21-CV-04162	N.D.C.A.	6/2/2021	dairy coffee creamer (vanilla)	Violation of California Business & Professions Code §§ 17200 et seq. – Unlawful Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17200, et seq. – Unfair and Fraudulent Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17500, et seq. – False and Misleading Advertising); Unjust Enrichment
<b>100</b> <i>Floyd v. Pepperidge Farm, Incorporated</i> , No. 3:21-cv-00525	S.D. Ill.	5/31/2021	Butter-flavored crackers (vegetable oils)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>101</b> <i>Williams v. Molson Coors Beverage Company</i> , No. 3:21-cv-50207	N.D. Ill.	5/22/2021	hard seltzer (vitamin C)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>102</b> <i>Wienhoff v. Conagra Brands, Inc.</i> , No. 3:21-cv-00501	S.D. Ill.	5/19/2021	pudding snack (real milk)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>103</b> <i>Gilker v. Chobani, LLC</i> , No. 3:21-cv-00488	S.D. Ill.	5/16/2021	Yogurt (complete nutrition)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>104</b> <i>Greco v. Moran Foods, LLC</i> , No. 5:21-CV-00562	S.D.N.Y.	5/15/2021	McDaniel's Coffee Co (quantity of brewed cups)	New York General Business Law §§ 349 & 350 ; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>105</b> <i>Barnett v. Frito-Lay North America, Inc .</i> , No. 3:21-cv-00470	S.D. Ill.	5/11/2021	corn chips, hint of lime (flavorings)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>106</b> <i>Oldrey v. Nestle Waters North America, Inc. ,</i> No. 7:21-CV-03885	S.D.N.Y.	5/2/2021	Sparkling water (raspberry and lime ingredients)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>107</b> <i>Johnston v. Kashi Sales, L.L.C .</i> , No. 3:21-cv-00441	S.D. Ill.	5/2/2021	cereal bars (strawberry)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>108</b> <i>Wach et al v. Prairie Farms Dairy, Inc .</i> , No. 1:21-cv-2191	N.D. Ill.	4/22/2021	ice cream (vanilla)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Wisconsin Deceptive Trade Practices Act (“DPTA”), Wis. Stat. § 100.20; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>109</b> <i>Kelly v. Whole Foods Market Group, Inc.</i> , 1:21-CV-03124	S.D.N.Y.	4/11/2021	Lemon Raspberry Italian Sparkling Mineral Water (real ingredients)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>110</b> <i>Anderson et al v. The Hain Celestial Group, Inc.</i> , No. 2:21-CV-01621	E.D.N.Y.	3/26/2021	baby food (identify toxic heavy metals)	Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101 et seq.; Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>111</b> <i>Gancarz v. Beech-Nut Nutrition Company</i> , No. 1:21-CV-00258	N.D.N.Y.	3/4/2021	baby food products (toxic metals)	New York General Business Law (“GBL”) §§ 349 & 350 (Consumer Protection Statutes); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>112</b> <i>Kinman v. The Kroger Co.</i> , No. 1:21-cv-01154	N.D. Ill.	2/28/2021	imported cheese (smoked flavor)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>113</b> <i>Hoover v. The Price Chopper, Inc.</i> , No. 1:21-CV-00228	N.D.N.Y.	2/27/2021	lowfat yogurt (vanilla)	New York General Business Law (“GBL”) §§ 349 & 350 (Consumer Protection Statutes); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>114</b> <i>Lopez-Sanchez v. The Hain Celestial Group, Inc.</i> , No. 2:21-CV-01045	E.D.N.Y.	2/26/2021	baby food products (toxic metals)	New York General Business Law (“GBL”) §§ 349 & 350 (Consumer Protection Statutes); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>115</b> <i>Gierwatowski v. Trader Joe's Co.</i> , No. 1:21-cv-01119	N.D.C.A.	2/25/2021	cereal consisting of oat clusters and almonds (vanilla)	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>116</b> <i>Gierwatowski v. Trader Joe's Company</i> , No. 1:21-cv-01119	N.D. Ill.	2/25/2021	cereal consisting of oat clusters and almonds (vanilla)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>117</b> <i>Kekish v. Whole Foods Market Group, Inc.</i> , No. 7:21-CV-01562	S.D.N.Y.	2/22/2021	almondmilk coffee creamer (vanilla)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>118</b> <i>McCauley v. Cooperative Regions of Organic Producer Pools</i> , No. 7:21-CV-01548	S.D.N.Y.	2/21/2021	Half & Half coffee creamer (French Vanilla)	New York General Business Law §§ 349 & 350 (and Consumer Protection Statutes of Other Identified States); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>119</b> <i>Babb v. Zarbee's, Inc.</i> , No. 7:21-CV-01493	S.D.N.Y.	2/19/2021	drug-free cough syrups for children (all natural ingredients)	New York General Business Law §§ 349 & 350 ; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>120</b> <i>Kuciver v. Nestle Healthcare Nutrition, Inc.</i> , No. 1:21-cv-00936	N.D. Ill.	2/19/2021	powdered nutritional drink mix (vanilla)	Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>121</b> <i>Puri v. Costco Wholesale Corp.</i> , No. 5:21-CV-01202	N.D.C.A.	2/18/2021	ice cream bars purported to be dipped in chocolate and almonds (chocolate, vegetable oils)	Violation of California Business & Professions Code §§ 17200 et seq. – Unlawful conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17200, et seq. – Unfair and Fraudulent Conduct Prong of the UCL); Violation of California Business & Professions Code §§ 17500, et seq. – False and Misleading Advertising); Violation of Cal. Civ. Code § 1750 et seq. – California’s Consumer Legal Remedies Act); Breach of Express Warranties Cal. Com. Code § 2313(1); Breach of Implied Warranty of Merchantability Cal. Com. Code § 2314; Breaches of Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>122</b> <i>Micks v. The Hain Celestial Group, Inc.</i> , No. 1:21-cv-00835	N.D. Ill.	2/13/2021	baby food products (toxic heavy metals)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>123</b> <i>Schoonmaker v. Cape Cod Potato Chip Company, LLC</i> , No. 7:21-CV-01224	S.D.N.Y.	2/11/2021	kettle cooked potato chips (no artificial flavors, colors or preservatives)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>124</b> <i>Soto v. Nurture, Inc.</i> , No. 1:21-CV-01271	S.D.N.Y.	2/11/2021	flavored rice puffs to babies (toxic heavy metals)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>125</b> <i>In re Nurture Baby Food Litigation</i> , No. 1:21-CV-01217	S.D.N.Y.	2/10/2021	baby food products (toxic heavy metals)	Violations of New York Consumer Law for Deceptive Acts and Practices N.Y. Gen. Bus. Law § 349; Violations of New York Consumer Law for Deceptive Acts and Practices N.Y. Gen. Bus. Law § 350; Violations of Florida’s Deceptive and Unfair Trade Practices Act § 501.211(2); Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>126</b> <i>In re Hain Celestial Heavy Metals Baby Food Litigation</i> , No. 2:21-CV-00678	E.D.N.Y.	2/8/2021	baby food products (toxic heavy metals)	Breach Of Express Warranty; Breach Of Implied Warranty; Unjust Enrichment; Violation Of The Georgia Fair Business Practices Act (Ga. Code Ann. §10-1-390, Et Seq.); Violation Of The Georgia Uniform Deceptive Trade Practices Act (Ga. Code Ann. §10-1-370, Et Seq.)
<b>127</b> <i>Suriano v. Nestle USA, Inc.</i> , No. 1:21-cv-00717	N.D. Ill.	2/8/2021	non-dairy alternative coffee creamer (vanilla)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>128</b> <i>Zahora v. Orgain, LLC</i> , No. 1:21-cv-00705	N.D. Ill.	2/8/2021	nutritional beverages to children (vanilla)	Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, et seq.; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>129</b> <i>Cavallero v. G.T Japan, Inc.</i> , No. 7:21-CV-01077	S.D.N.Y.	2/7/2021	mochi ice cream (vanilla and not artificial flavors)	New York General Business Law (“GBL”) §§ 349 & 350 (Consumer Protection Statutes); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>130</b> <i>Marcinelli v. Kraft Heinz Foods Company</i> , No. 7:21-CV-01075	S.D.N.Y.	2/6/2021	frozen pizza bagels (real mozzarella cheese)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>131</b> <i>Thomas et al v. Beech-Nut Nutrition Company</i> , No. 1:21-CV-00133	N.D.N.Y.	2/5/2021	baby food products (toxic heavy metals)	Breach of Express Warranty ; Breach of Implied Warranty of Merchantability; Fraudulent Misrepresentation; Fraud by Omission Against Defendant; Negligent Misrepresentation Against Defendant; Unjust Enrichment; Violation of the Private Right of Action for the Consumer Frauds Act, Iowa Code Chapter 714H; Violations of Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1, et seq.; Violation of California's Consumer Legal Remedies Act, California Civil Code §§1750, et Seq.; Violation of California's False Advertising Law, California Business & Professions Code §§17500, Et Seq.; Violation of the Unfair Competition Law, California Business & Professions Code §§17200, Et Seq.; Violation of New Jersey's Consumer Fraud Act – Fraud in Connection with Sale or Advertisement of Merchandise, N.J. Stat. Ann. § 56:8-1, et. seq.; Violation of Minnesota Unlawful Trade Practices Act Minn. Stat. § 325D.13, et seq.; Violation of Minnesota Uniform Deceptive Trade Practices Act Minn. Stat. § 325D.44, et seq.; Violation of Minnesota False Statement in Advertising Act Minn. Stat. § 325F.67, et. seq.; Violation of Minnesota Prevention of Consumer Fraud Act Minn. Stat. § 325F.69, et. seq.; Violation of the Florida Deceptive And Unfair Trade Practices Fl. Stat. 501.201-501.213; Violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Cons. Stat. Ann. §§201-1 et seq.; Violation of New York's Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349; Violation of New York's False Advertising Law, N.Y. Gen. Bus. Law § 350.
<b>132</b> <i>Fleischer v. Aldi Inc.</i> , No. 1:21-CV-00443	E.D.N.Y.	1/27/2021	smoked white cheddar cheese slices (smoking process)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment

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<b>133</b> <i>Lyons v. Mars Wrigley Confectionery US, LLC</i> , No. 7:21-CV-00620	S.D.N.Y.	1/23/2021	mixed berries covered in chocolate (real berries)	New York General Business Law §§ 349 & 350 ; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>134</b> <i>Mantini et al v. Icelandic Provisions, Inc.</i> , No. 7:21-CV-00618	S.D.N.Y.	1/23/2021	Icelandic dairy product (authentic skyr)	Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1 et seq. and New York General Business Law (“GBL”) §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>135</b> <i>Werner v. Nestle Healthcare Nutrition, Inc.</i> , No. 7:21-CV-00408	S.D.N.Y.	1/17/2021	high protein nutrition drinks (vanilla)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>136</b> <i>Binns v. HP Hood LLC</i> , No. 7:21-CV-00319	S.D.N.Y.	1/13/2021	Vanilla Ice Cream (vanilla)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>137</b> <i>Socol v. 7-Eleven, Inc.</i> , No. 7:21-CV-00194	S.D.N.Y.	1/11/2021	crunchy onion srings (real onions)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>138</b> <i>Pizarro v. Ferrara Candy Company</i> , No. 7:21-CV-00151	S.D.N.Y.	1/8/2021	fudge striped cookie (real fudge)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enri
<b>139</b> <i>Newton v. Orgain Management, Inc.</i> , No. 1:21-CV-00062	E.D.N.Y.	1/6/2021	non-dairy protein powder (vanilla)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>140</b> <i>Beers v. Mars Wrigley Confectionery US, LLC</i> , No. 7:21-CV-00002	S.D.N.Y.	1/1/2021	Ice cream bars, chocolate (chocolate flavoring and vegetable oil)	New York General Business Law §§ 349 & 350 ; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>141</b> <i>Brietzke et al v. Chobani, LLC</i> , No. 1:20-CV-11097	S.D.N.Y.	12/31/2020	Greek yogurts (less sugar)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Fraud; Unjust Enrichment



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<b>142</b> <i>Paydar v. William Grant &amp; Sons, Inc.</i> , No. 1:20-CV-10937	S.D.N.Y.	12/27/2020	alcoholic beverages, Rum (authentic aged)	Consumer Protection Claims (New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8 1, et. seq.; Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1, et. seq.; District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901, et. seq.; Florida Deceptive and Unfair Trade Practices, Act Florida Statutes§ 501.201, et. seq.; Georgia Fair Business Practices Act, §10-1-390 et. seq.; Indiana Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1 et. seq.; North Carolina Unfair and Deceptive Trade Practices Act , N.C. Gen. Stat. § 75-1.1 et seq.; Ohio Rev. Code Ann. §§ 1345.02 and 1345.03; Ohio Admin. Code §§ 109; South Carolina Unfair Trade Practices Act, S.C. Code Law § 39-5-10, et. seq.; South Dakota's Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws §§ 37 24 1, et. seq.; Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 et. seq.; Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41 et. seq.; Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196 et. seq.); Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>143</b> <i>Moncure v. 7-Eleven, Inc.</i> , No. 1:20-CV-10935	S.D.N.Y.	12/26/2020	blueberry donut holes (blueberry ingredient)	New York General Business Law §§ 349 & 350; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Negligent Misrepresentation; Fraud; Unjust Enrichment
<b>144</b> <i>Galinsky v. King's Hawaiian LLC</i> , No. 7:20-CV-10931	S.D.N.Y.	12/25/2020	Hawaiian Sweet Rolls (authentic)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Fraud; Unjust Enrichment



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<b>145</b> <i>Akridge v. Whole Foods Market Group, Inc.</i> , No. 1:20-CV-10900	S.D.N.Y.	12/23/2020	milk, eggs, fish, crustacean shellfish, tree nuts, wheat, peanuts and soybeans (identify major food allergens)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>146</b> <i>Jones v. Dietz &amp; Watson, Inc.</i> , No. 1:20-CV-06018	E.D.N.Y.	12/9/2020	smoked provolone cheese (authentic)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>147</b> <i>Salony v. VMG Partners, LLC</i> , No. 7:20-CV-10273	S.D.N.Y.	12/6/2020	PopChips Ridges (Cheddar & Sour Cream)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>148</b> <i>Nason v. Inventure Foods, Inc.</i> , No. 7:20-CV-10141	S.D.N.Y.	12/3/2020	Baked Mozzarella Stick Snacks (cheese)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>149</b> <i>Schelmetty v. Heineken USA Inc.</i> , No. 7:20-CV-09985	S.D.N.Y.	11/27/2020	beer under the Tecate brand (authentic)	New York General Business Law §§ 349 & 350 And California Legal Remedies Act; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>150</b> <i>Brown v. Mars Wrigley Confectionery US, LLC</i> , No. 1:21-CV-01996	E.D.N.Y.	11/24/2020	vanilla ice cream bars (vanilla)	Violation of California Business & Professions Code §§ 17200 et seq. – Unlawful Conduct Prong of the “UCL”; Violation of California Business & Professions Code §§ 17200, et seq. – Unfair and Fraudulent Conduct Prong of the “UCL”; Violation of California Business & Professions Code §§ 17500, et seq. – False and Misleading Advertising; Violation of California’s Consumer Legal Remedies Act Cal. Civ. Code § 1750 et seq.; Breach of Express Warranties Cal. Com. Code § 2313(1); Breach of Implied Warranty of Merchantability Cal. Com. Code § 2314; Fraud; Unjust Enrichment
<b>151</b> <i>Prescott v. Nestlé Holdings, Inc.</i> , No. 1:20-CV-05683	E.D.N.Y.	11/22/2020	Vanilla-flavored almondmilk coffee creamer (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>152</b> <i>Prescott v. Nestlé Holdings, Inc.</i> , No. 1:20-CV-05683	E.D.N.Y.	11/22/2020	almond milk coffee creamer (vanilla)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>153</b> <i>Smith v. Abbott Laboratories Inc.</i> , No. 1:20-CV-05684	E.D.N.Y.	11/22/2020	Toddler milk-based powder formula (milk)	New York General Business Law §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; Fraud; Unjust Enrichment
<b>154</b> <i>Brown v. Kerry Inc.</i> , No.1:20-CV-09730	S.D.N.Y.	11/18/2020	Spiced black tea concentrate (sugar)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>155</b> <i>Kushner v. Monster Energy Co.</i> , No. 1:20-CV-05606	E.D.N.Y.	11/17/2020	Vanilla-flavored coffee-based energy drinks (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>156</b> <i>Alexander v. Wegmans Food Markets, Inc.</i> , No. 7:20-CV-09148	S.D.N.Y.	11/1/2020	Vanilla-flavored almondmilk (vanilla)	Maryland Consumer Protection Act § 13-301 et seq. and New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>157</b> <i>Prater v. Ariz. Beverages USA LLC</i> , No. 1:20-CV-09108	S.D.N.Y.	10/29/2020	Iced-tea and lemonade blended beverages (sugar)	New York GBL §§ 349 & 350 and Consumer Protection Laws of New Jersey, Ohio, Maryland, and Pennsylvania; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>158</b> <i>Kamara v. Pepperidge Farm, Inc.</i> , No. 1:20-CV-09012	S.D.N.Y.	10/28/2020	Butter-flavored crackers (vegetable oils)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>159</b> <i>Collishaw v. Cooperative Regions of Organic Producer Pools</i> , No. 7:20-CV-09009	S.D.N.Y.	10/27/2020	Vanilla-flavored protein shake (organic flavor)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>160</b> <i>Boswell v. Bimbo Bakeries USA, Inc.</i> , No. 1:20-CV-08923	S.D.N.Y.	10/25/2020	Pound cake (soybean oil)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>161</b> <i>Turnipseed v. Simply Orange Juice Co.</i> , No. 7:20-CV-08677	S.D.N.Y.	10/19/2020	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>162</b> <i>Warren v. The Stop &amp; Shop Supermarket Co., LLC</i> , No. 7:20-CV-08718	S.D.N.Y.	10/19/2020	Honey graham crackers (sugar, whole grain flour)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>163</b> <i>Brienza v. The Coca-Cola Co.</i> , No. 7:20-CV-08676	S.D.N.Y.	10/18/2020	Orange vanilla soda (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>164</b> <i>Wargo v. The Hillshire Brands Co.</i> , No. 7:20-CV-08672	S.D.N.Y.	10/17/2020	Breakfast sandwiches (whole grain)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>165</b> <i>Yu v. Froneri US</i> , No. 1:20-CV-08512	S.D.N.Y.	10/13/2020	Ice cream bars (chocolate, vegetable oil)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>166</b> <i>Mitchell v. Whole Foods Market Grp.</i> , No. 1:20-CV-08496	S.D.N.Y.	10/12/2020	Ice cream bars (chocolate, vegetable oil)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>167</b> <i>Myers v. Wakefern Food Corp.</i> , No. 7:20-CV-08470	S.D.N.Y.	10/12/2020	Coconutmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>168</b> <i>Jones v. Orgain, LLC</i> , No. 7:20-CV-08463	S.D.N.Y.	10/9/2020	High protein milk drink (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>169</b> <i>Figueroa v. Fairlife LLC</i> , No. 1:20-CV-04584	E.D.N.Y.	9/26/2020	Vanilla-flavored high protein milk drink (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>170</b> <i>Lugo v. Celestial Seasonings, Inc.</i> , No. 1:20-CV-04580	E.D.N.Y.	9/26/2020	Honey vanilla-flavored chamomile herbal tea (honey, vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>171</b> <i>Ynfante v. Fairlife</i> , No. 7:20-CV-07776	S.D.N.Y.	9/21/2020	Vanilla-flavored high protein milk drink (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>172</b> <i>Green v. Nestle Holdings</i> , No. 1:20-CV-07499	S.D.N.Y.	9/14/2020	Vanilla-flavored almond milk creamer (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>173</b> <i>Carter v. Nestle USA</i> , No. 7:20-CV-07498	S.D.N.Y.	9/13/2020	Vanilla-flavored dairy creamer (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>174</b> <i>Magnuson v. The Price Chopper</i> , No. 7:20-CV-07497	S.D.N.Y.	9/12/2020	Vanilla bean ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>175</b> <i>Nelson v. ITO EN (N. Am.) Inc.</i> , No. 7:20-CV-07496	S.D.N.Y.	9/12/2020	Slightly Sweet Pomegranate Blueberry Green Tea (sugar content)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>176</b> <i>LaRocca v. Frito-Lay, Inc.</i> , No. 1:20-CV-04245	E.D.N.Y.	9/11/2020	Potato chips (sour cream)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>177</b> <i>Parmely v. The Golub Corp.</i> , No. 7:20-CV-07491	S.D.N.Y.	9/11/2020	Vanilla-flavored soy milk (vanilla)	New York GBL §§ 349 & 350, Massachusetts General Laws Chapter 93A; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>178</b> <i>Brown v. Kellogg Sales Co.</i> , No. 1:20-CV-07283	S.D.N.Y.	9/5/2020	Pop Tarts (fruit filling)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>179</b> <i>Briley v. Sara Lee Frozen Bakery, LLC</i> , No. 7:20-CV-07276	S.D.N.Y.	9/4/2020	Pound cake (butter)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>180</b> <i>Harrisingh v. Naked Juice Co. of Glendora, Inc.</i> , No. 1:20-CV-04036	E.D.N.Y.	8/29/2020	Coconut water (coconut)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>181</b> <i>Bynum v. Family Dollar Stores, Inc.</i> , No. 1:20-CV-06878	S.D.N.Y.	8/25/2020	Smoked almonds (smoking)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>182</b> <i>Wallace v. Wise Foods, Inc.</i> , No. 1:20-CV-06831	S.D.N.Y.	8/24/2020	Potato chips (cheddar cheese)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment



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<b>183</b> <i>Watson v. Dietz &amp; Watson, Inc.</i> , 1:20-CV-06550	S.D.N.Y.	8/17/2020	Smoked gouda cheese (smoking)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>184</b> <i>Rosenfeld v. Trader Joe's Co.</i> , No. 1:20-CV-03717	E.D.N.Y.	8/14/2020	Crackers (amount of 12-grain blend, enriched white flour)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>185</b> <i>James v. Hostess Brands, LLC</i> , 1:20-CV-06259	S.D.N.Y.	8/9/2020	Carrot cake donettes (carrot)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>186</b> <i>Duffy v. Lidl US, LLC</i> , No. 1:20-CV-03578	E.D.N.Y.	8/8/2020	Vanilla bean-flavored ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>187</b> <i>Weintz v. Pac. Foods of Or., LLC</i> , No. 1:20-CV-05385	S.D.N.Y.	7/13/2020	Vanilla-flavored hemp beverage (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>188</b> <i>Fisher v. Whole Foods Mkt. Grp., Inc.</i> , No. 1:20-CV-05339	S.D.N.Y.	7/11/2020	Vanilla-flavored unsweetened coconutmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>189</b> <i>Salerno v. The Coca-Cola Co.</i> , No. 7:20-CV-05235	S.D.N.Y.	7/8/2020	Ice-tea beverages (sugar)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment



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<b>190</b> <i>Gaskell v. Chobani</i> , No. 7:20-CV-05199	S.D.N.Y.	7/7/2020	Vanilla-flavored coffee creamer (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>191</b> <i>Jolly v. Quest Nutrition, LLC</i> , No. 7:20-CV-05125	S.D.N.Y.	7/5/2020	White chocolate raspberry protein bar (white chocolate)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>192</b> <i>Gil v. The Coca-Cola Co.</i> , No. 1:20-CV-05064	S.D.N.Y.	7/1/2020	Vanilla-flavored soda (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>193</b> <i>Marsella et al v. The Hain Celestial Grp., Inc.</i> , No. 1:20-CV-04936	S.D.N.Y.	6/26/2020	Vanilla-flavored soymilk (vanilla)	New York GBL §§ 349 & 350, Florida Statute s. 501.201 et seq.; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>194</b> <i>Mena v. Conagra Brands, Inc.</i> , No. 1:20-CV-04505	S.D.N.Y.	6/12/2020	Chocolate fudge pudding (milk)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>195</b> <i>Rogers v. Casper's Ice Cream Inc.</i> , No. 1:19-CV-06064	E.D.N.Y.	6/9/2020	Vanilla-flavored ice cream products (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>196</b> <i>Guzman v. Aldi Inc.</i> , No. 1:20-CV-02550	E.D.N.Y.	6/8/2020	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

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197	<i>Cleary v. Wakefern Food Corp.</i> , No. 1:20-CV-02537	E.D.N.Y.	6/7/2020	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
198	<i>Sajnani et al v. The Hain Celestial Grp., Inc.</i> , No. 1:20-CV-04281	S.D.N.Y.	6/4/2020	Vanilla-flavored oat beverage (vanilla)	New York GBL §§ 349 & 350, Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
199	<i>Miller v. TC Heartland, LLC</i> , No. 1:20-CV-04182	S.D.N.Y.	6/1/2020	Vanilla-flavored cold brew frappe (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
200	<i>Falborn v. Unilever U.S., Inc.</i> , No. 7:20-CV-04138	S.D.N.Y.	5/29/2020	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
201	<i>Sencen v. Froneri US, Inc.</i> , No. 7:20-CV-04024	S.D.N.Y.	5/24/2020	Vanilla milk chocolate ice cream bars (chocolate containing vegetable oils)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
202	<i>Sharma v. Wegmans Food Mkts., Inc.</i> , No. 1:20-CV-02210	E.D.N.Y.	5/15/2020	Vanilla-flavored yogurt products (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
203	<i>Mangone v. Hals Beverage, LLC</i> , No. 7:20-CV-03267	S.D.N.Y.	4/26/2020	Seltzer (fruit juice)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

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<b>204</b> <i>Ring v. Pervine Foods, LLC</i> , No. 1:20-CV-01852	E.D.N.Y.	4/19/2020	Protein Bars (evaporated cane juice)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>205</b> <i>Biegel v. Blue Diamond Growers</i> , No. 7:20-CV-03032	S.D.N.Y.	4/15/2020	Vanilla-flavored almondmilk yogurt alternative (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>206</b> <i>Tinelli v. Costco Wholesale Corp.</i> , No. 1:20-CV-02983	S.D.N.Y.	4/13/2020	Chocolate almond dipped vanilla ice cream bars (chocolate containing vegetable oil)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>207</b> <i>Bardsley v. Nonni's Foods, LLC</i> , No. 7:20-CV-02979	S.D.N.Y.	4/11/2020	Biscotti (lemon)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>208</b> <i>Rankin v. Arca Cont'l S.A.B. de C.V.</i> , No. 1:20-CV-01756	E.D.N.Y.	4/9/2020	Potato chips (GMO ingredients)	New York GBL §§ 349 & 350; Violation of State Consumer Protection Statutes; Negligent Misrepresentation; Breaches of Express Warranty; Unjust Enrichment
<b>209</b> <i>Santiful v. Wegmans Food Mkts., Inc.</i> , No. 7:20-CV-02933	S.D.N.Y.	4/9/2020	Vanilla cake mix (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>210</b> <i>Ali v. All Market</i> , No. 7:20-CV-02823	S.D.N.Y.	4/6/2020	Vanilla-flavored coconut milk beverage (vanilla)	Florida's Deceptive and Unfair Trade Practices Act, § 501.201 et seq, New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>211</b> <i>Miller v. Wegmans Food Mkts., Inc.</i> , No. 1:20-CV-01703	E.D.N.Y.	4/6/2020	Vanilla-flavored soymilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>212</b> <i>Buonocore v. Aldi Inc.</i> , No. 1:20-CV-01699	E.D.N.Y.	4/5/2020	Vanilla-flavored almondmilk coffee creamer (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>213</b> <i>Rodriguez v. 7-Eleven, Inc.</i> , No. 1:20-CV-02636	S.D.N.Y.	3/29/2020	Lemon cookies (lemon)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>214</b> <i>Gilleo v. The J.M. Smucker Co.</i> , No. 7:20-CV-02519	S.D.N.Y.	3/24/2020	Caramel flavored syrup (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>215</b> <i>Colpitts v. Blue Diamond Growers</i> , No. 1:20-CV-02487	S.D.N.Y.	3/22/2020	Almonds (smoking)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>216</b> <i>Cruz v. D.F. Stauffer Biscuit Co. Inc.</i> , No. 1:20-CV-02402	S.D.N.Y.	3/19/2020	Cookies (lemon)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>217</b> <i>Cohen v. Wegmans Food Mkts., Inc.</i> , No. 1:20-CV-01409	E.D.N.Y.	3/16/2020	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350 and Consumer Fraud Act N.J.S.A. § 56:8-1, et. seq; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>218</b> <i>Lamonakis v. Blue Diamond Growers</i> , No. 1:20-CV-01347	E.D.N.Y.	3/12/2020	Vanilla-flavored almondmilk and coconutmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>219</b> <i>Ferreri v. Chobani, LLC</i> , No. 1:20-CV-02161	S.D.N.Y.	3/10/2020	Vanilla greek yogurt (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>220</b> <i>Webber v. McDonald's Corp.</i> , No. 7:20-CV-02058	S.D.N.Y.	3/8/2020	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>221</b> <i>Spitzer v. Celestial Seasonings, Inc.</i> , No. 1:20-CV-02000	S.D.N.Y.	3/6/2020	Vanilla-flavored tea (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>222</b> <i>Ithier v. Frito-Lay N. Am., Inc.</i> , No. 7:20-CV-01810	S.D.N.Y.	3/1/2020	Potato chips (cheddar cheese)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>223</b> <i>Angeles v. Tillamook Cty. Creamery Ass'n</i> , No. 1:20-CV-01764	S.D.N.Y.	2/28/2020	Vanilla-flavored yogurt (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>224</b> <i>Hiland v. Whole Foods Mkt. Grp., Inc.</i> , No. 7:20-CV-01680	S.D.N.Y.	2/26/2020	Vanilla-flavored rice milk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>225</b> <i>Kyszenia v. The Hain Celestial Grp., Inc.</i> , No. 1:20-CV-00979	E.D.N.Y.	2/23/2020	Vanilla-flavored rice beverage (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>226</b> <i>Budhani v. Monster Beverage Co.</i> , No. 1:20-CV-01409	S.D.N.Y.	2/18/2020	Vanilla-flavored espresso drinks (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>227</b> <i>Campbell v. Whole Foods Mkt. Grp., Inc.</i> , No. 1:20-CV-01291	S.D.N.Y.	2/13/2020	Graham Crackers (sugar, whole grain flour)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>228</b> <i>Civello v. Conopco, Inc.</i> , No. 1:20-CV-01173	S.D.N.Y.	2/10/2020	Vanilla bean ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>229</b> <i>Taylor v. Tipp Distribs., Inc.</i> , No. 1:20-CV-00712	E.D.N.Y.	2/9/2020	Iced tea (sugar content)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>230</b> <i>Salerno v. The Coca-Cola Co.</i> , No. 1:20-00711	E.D.N.Y.	2/8/2020	Iced tea (sugar content)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>231</b> <i>Hamilton v. Orgain, Inc.</i> , No. 1:20-CV-01084	S.D.N.Y.	2/7/2020	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>232</b> <i>Swantek v. Save-A-Lot Holdings, Inc.</i> , 7:20-CV-00894	S.D.N.Y.	2/3/2020	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>233</b> <i>Brown v. Walgreen Co.</i> , No. 7:20-CV-00891	S.D.N.Y.	2/1/2020	Graham crackers (honey and whole grain flour)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>234</b> <i>Twohig v. Shop-Rite Supermarkets, Inc.</i> , No. 7:20-CV-00763	S.D.N.Y.	1/28/2020	Vanilla-flavored soy milk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>235</b> <i>Papoulis v. Pac. Foods of Or., LLC</i> , No. 1:2-CV-00432	E.D.N.Y.	1/27/2020	Vanilla-flavored coconut milk beverage (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>236</b> <i>Powell v. Dollar Tree Stores, Inc.</i> , 1:20-CV-00734	S.D.N.Y.	1/27/2020	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>237</b> <i>Batchelor v. The Coca-Cola Co.</i> , No. 7:20-CV-00594	S.D.N.Y.	1/23/2020	Iced tea (sugar)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>238</b> <i>Figueroa v. Trader Joe's Co.</i> , No. 1:20-CV-00322	E.D.N.Y.	1/21/2020	Vanilla-flavored cereal (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>239</b> <i>Sanders v. Trader Joe's Co.</i> , No. 1:20-CV-00496	S.D.N.Y.	1/19/2020	Vanilla-flavored cereal (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>240</b> <i>Pichardo v. Only What You Need, Inc.</i> , No. 1:20-CV-00493	S.D.N.Y.	1/18/2020	Vanilla-flavored plant-based beverages (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>241</b> <i>Collishaw v. Cooperative Regions of Organic Producer Pools</i> , No. 7:20-CV-00277	S.D.N.Y.	1/12/2020	Vanilla-flavored protein beverage (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>242</b> <i>Darby v. Prairie Farms Dairy, Inc.</i> , No. 1:20-CV-00151	S.D.N.Y.	1/7/2020	Vanilla bean ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>243</b> <i>Lamouth v. Horizon Organic Dairy, LLC</i> , No. 1:19-CV-11928	S.D.N.Y.	12/31/2019	Vanilla organic lowfat milk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>244</b> <i>Williams v. Krispy Kreme Doughnut Corp.</i> , No. 1:19-CV-11878	S.D.N.Y.	12/27/2019	Glazed apple pie (fruit filling)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>245</b> <i>Rosado v. Riverside Partners L.L.C.</i> , No. 1:19-CV-07228	E.D.N.Y.	12/26/2019	French-vanilla flavored cookies (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

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<b>246</b> <i>Santiago v. Lidl US, LLC</i> , No. 1:19-CV-07206	E.D.N.Y.	12/23/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>247</b> <i>Lopez-Barnett v. Trader Joe's Co.</i> , No. 7:19-CV-11469	S.D.N.Y.	12/14/2019	Corn flakes (evaporated cane juice)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>248</b> <i>Cartelli v. Danone US, Inc.</i> , No. 7:19-CV-11354	S.D.N.Y.	12/12/2019	Dairy-free soy creamer (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>249</b> <i>Lytline v. 7-Eleven, Inc.</i> , No. 1:19-CV-11352	S.D.N.Y.	12/11/2019	Ice cream sandwich cookie (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>250</b> <i>Louis v. The Mochi Ice Cream Co.</i> , No. 1:19-CV-11242	S.D.N.Y.	12/8/2019	Vanilla bean mochi ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>251</b> <i>Fore-Heron v. The Price Chopper, Inc.</i> , No. 7:19-CV-11224	S.D.N.Y.	12/6/2019	Vanilla almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>252</b> <i>Cummings v. Topco Assocs., LLC</i> , No. 1:19-CV-11104	S.D.N.Y.	12/4/2019	Vanilla almondmilk (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

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<b>253</b> <i>Nelles v. Pac. Foods of Or., LLC</i> , No. 1:19-CV-11025	S.D.N.Y.	12/1/2019	Vanilla organic almond plant-based beverage (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>254</b> <i>Newton v. Whitewave Servs., Inc.</i> , No. 1:19-CV-06743	E.D.N.Y.	11/30/2019	Vanilla-flavored almond creamer (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>255</b> <i>King v. H Mart, Inc.</i> , No. 1:19-CV-06736	E.D.N.Y.	11/29/2019	Vanilla-flavored mochi ice cream (vanilla)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>256</b> <i>Lyons v. Wells Enters., Inc.</i> , No. 7:19-CV-10916	S.D.N.Y.	11/26/2019	Vanilla-flavored ice cream products (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>257</b> <i>Richardson v. Mars, Inc.</i> , No. 7:19-CV-10860	S.D.N.Y.	11/23/2019	Vanilla-flavored ice cream products (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>258</b> <i>Chau v. Trader Joe's E. Inc.</i> , No. 1:19-CV-06596	E.D.N.Y.	11/21/2019	Instant oatmeal (organic dehydrated cane juice solids)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment

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<b>259</b> <i>Benites v. 7-Eleven, Inc.</i> , No. 1:19-CV-06551	E.D.N.Y.	11/20/2019	Vanilla-flavored ice cream products (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>260</b> <i>Cosgrove v. Oregon Chai, Inc.</i> , No. 1:19-CV-10686	S.D.N.Y.	11/18/2019	Vanilla-flavored powdered chai tea mix packets (vanilla)	New York GBL §§ 349 & 350, California Consumer Protection Laws et seq. and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>261</b> <i>Warren v. Whole Foods Mkt. Grp., Inc.</i> , No. 1:19-CV-06448	E.D.N.Y.	11/15/2019	Instant oatmeal (organic dehydrated cane juice solids)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breaches of Express Warranty, Implied Warranty of Merchantability and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq; Fraud; Unjust Enrichment
<b>262</b> <i>Vinales v. Kemps LLC</i> , No. 1:19-CV-10463	S.D.N.Y.	11/11/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>263</b> <i>Legrier v. Walmart Inc.</i> , No. 1:19-CV-10433	S.D.N.Y.	11/8/2019	Vanilla bean ice cream (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>264</b> <i>Dashnau v. Unilever Mfg. (US), Inc.</i> , No. 7:19-CV-10102	S.D.N.Y.	10/31/2019	Vanilla-flavored ice cream products (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment

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<b>265</b> <i>Henderson v. Rite Aid Corp.</i> , No. 1:19-CV-09870	S.D.N.Y.	10/25/2019	Gourmet praline pecans (evaporated cane juice)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>266</b> <i>Barreto v. Westbrae Nat., Inc.</i> , No. 7:19-CV-09677	S.D.N.Y.	10/20/2019	Vanilla-flavored soymilk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>267</b> <i>Burke v. Whole Foods Mkt. Grp., Inc.</i> , No. 1:19-CV-05913	E.D.N.Y.	10/18/2019	Vanilla-flavored soymilk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>268</b> <i>Housell v. Annie's Homegrown, Inc.</i> , No. 7:19-CV-09670	S.D.N.Y.	10/18/2019	Vanilla-flavored ice cream products (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>269</b> <i>Smith v. Moran Foods, LLC</i> , No. 1:19-CV-09453	S.D.N.Y.	10/12/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>270</b> <i>Smith v. Moran Foods, LLC</i> , No. 7:19-CV-09453	S.D.N.Y.	10/12/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>271</b> <i>Gensberg v. Aldi</i> , No. 19-5745	E.D.N.Y.	10/10/2019	Vanilla-flavored soymilk (vanilla)	New York GBL; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>272</b> <i>Pinkston v. Whole Foods Mkt. Grp., Inc.</i> , No. 1:19-CV-09362	S.D.N.Y.	10/9/2019	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>273</b> <i>Steele v. Wegmans Food Mkts., Inc.</i> , No. 1:19-CV-09227	S.D.N.Y.	10/4/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>274</b> <i>Hyde v. WWF Operating Co., LLC</i> , No. 1:19-CV-05566	E.D.N.Y.	10/2/2019	Vanilla-flavored soy milk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>275</b> <i>Cosgrove v. Blue Diamond Growers</i> , No. 1:19-CV-08993	S.D.N.Y.	9/27/2019	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>276</b> <i>Parham v. Aldi Inc.</i> , No. 1:19-CV-08975	S.D.N.Y.	9/26/2019	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>277</b> <i>Cicciarella v. Califia Farms, LLC</i> , No. 7:19-CV-08785	S.D.N.Y.	9/22/2019	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>278</b> <i>Baez v. Bio-Nutritional Research Grp., Inc.</i> , No. 1:19-CV-08729	S.D.N.Y.	9/19/2019	Protein Bars (mint, caramel, vanilla, wild berry)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>279</b> <i>Varelli v. Blue Diamonds Growers</i> , No. 1:19-CV-05259	E.D.N.Y.	9/14/2019	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>280</b> <i>Trust v. Silk Operating Co. LLC</i> , No. 7:19-CV-08442	S.D.N.Y.	9/11/2019	Vanilla-flavored almondmilk (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>281</b> <i>Musikar v. Cumberland Farms, Inc.</i> , No. 7:19-CV-08410	S.D.N.Y.	9/10/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>282</b> <i>Clarke v. Tillamook Cty. Creamery Ass'n</i> , No. 7:19-CV-08207	S.D.N.Y.	9/3/2019	Vanilla-flavored ice cream (vanilla)	New York GBL; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>283</b> <i>Fields v. Friendly's Mfg. and Retail, LLC</i> , No. 1:18-CV-04924	E.D.N.Y.	8/28/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>284</b> <i>Weber-Lugo v. Aldi Inc.</i> , No. 1:19-CV-04861	E.D.N.Y.	8/24/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>285</b> <i>Kane v. Turkey Hill, L.P.</i> , No. 2:19-CV-04794	E.D.N.Y.	8/20/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>286</b> <i>Haut v. Glanbia Performance Nutrition (Mfg.), Inc.</i> , No. 1:19-CV-04566	E.D.N.Y.	8/7/2019	Oatmeal cups and packets (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>287</b> <i>Charles v. Friendly's Mfg. &amp; Retail, LLC</i> , No. 1:19-CV-06571	S.D.N.Y.	7/15/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>288</b> <i>Winston v. The Hershey Co.</i> , No. 1:19-CV-03735	E.D.N.Y.	6/26/2019	White chocolate flavored peanut butter cups (white chocolate)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>289</b> <i>Liou v. Nestle Dreyer's Ice Cream Co.</i> , No. 1:19-CV-05762	S.D.N.Y.	6/20/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>290</b> <i>Derchin v. Unilever U.S., Inc.</i> , No. 1:19-CV-03543	E.D.N.Y.	6/17/2019	Vanilla-flavored ice cream (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Warranty and the Magnuson Moss Warranty Act; Fraud; Unjust Enrichment
<b>291</b> <i>Rivas v. The Hershey Co.</i> , No. 1:19-CV-03379	E.D.N.Y.	6/7/2019	White chocolate flavored crisp wafers (white chocolate)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Violations of California's False Advertising and Unfair Competition Law; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>292</b> <i>Andriulli v. Danone N. Am., LLC</i> , No. 7:19-CV-05165	S.D.N.Y.	6/2/2019	Vanilla-flavored yogurt products (vanilla)	Connecticut Unfair Trade Practices Act, Conn. Gen Stat § 42-110a, et. seq., New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Violations of California's False Advertising and Unfair Competition Law; Negligent Misrepresentation; Breach of Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>293</b> <i>Garadi v. Mars Wrigley Confectionary US, LLC</i> , No. 1:19-CV-03209	E.D.N.Y.	5/29/2019	Vanilla-flavored ice cream products (vanilla)	New York GBL §§ 349 & 350, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Violations of California's False Advertising and Unfair Competition Law; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>294</b> <i>Dalton v. Mott's LLP</i> , No. 1:19-CV-02960	E.D.N.Y.	5/19/2019	Carbonated soft drinks (lime, black cherry, orange, vanilla)	New York GBL §§ 349 & 350, Florida Deceptive and Unfair Trade Practices, Act Florida Statutes § 501.201, Massachusetts Unfair and Deceptive Practices Act, Mass. Gen Laws ch. 93A, California Consumers Legal Remedies Act, Civ. Code §§ 1750-1785 and Consumer Protection Statutes of Other States and Territories; Violations of California's False Advertising and Unfair Competition Law; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>295</b> <i>Louis v. Nature's Path Foods USA Inc.</i> , No. 1:19-CV-02584	E.D.N.Y.	5/1/2019	Toaster pastries (acai)	New York GBL §§ 349 & 350, California's Consumer Legal Remedies Act, Civ Code §§ 1750-1785, and Consumer Protection Statutes of Other States and Territories; Violations of California's False Advertising and Unfair Competition Law; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>296</b> <i>Copeland v. Post Consumer Brands, LLC</i> , No. 2:19-CV-02488	E.D.N.Y.	4/26/2019	Breakfast cereals and snacks (cocoa)	New York GBL §§ 349 & 350, California's Consumer Legal Remedies Act, Civ Code §§ 1750-1785, and Consumer Protection Statutes of Other States and Territories; Violations of California's False Advertising and Unfair Competition Law; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>297</b> <i>Harris v. Mondelez Glob. LLC</i> , No. 1:19-CV-02249	E.D.N.Y.	4/17/2019	Chocolate and crème filling sandwich cookies (cocoa)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>298</b> <i>Lopez v. SPC Mgmt Co., Inc.</i> No. 2:19-CV-01875	E.D.N.Y.	4/1/2019	Wafer and cookies ("real cocoa," "real vanilla" and "real fruit" claims)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>299</b> <i>Lopez v. General Mills Sales, Inc.</i> , No. 2:19-CV-01841	E.D.N.Y.	3/31/2019	Chocolate-flavored breakfast cereals (cocoa)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>300</b> <i>Rosenberg v. Bareburger Grp. LLC</i> , No. 1:19-CV-01634	E.D.N.Y.	3/22/2019	All products ("organic" claim)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>301</b> <i>Jones v. Welch Foods Inc., A Coop.</i> , No. 1:19-CV-01532	E.D.N.Y.	3/18/2019	Fruit snacks (Fruit, fiber)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>302</b> <i>Sarr v. The A2 Milk Co.</i> , No. 1:19-CV-01265	E.D.N.Y.	3/5/2019	Milk (BCM-7)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>303</b> <i>Faison v. L &amp; K Coffee Co., L.L.C.</i> , No. 1:19-CV-01248	E.D.N.Y.	3/3/2019	Coffee (source composition)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>304</b> <i>Simon v. Campbell Soup Co.</i> , No. 1:19-CV-01209	E.D.N.Y.	2/28/2019	Fruit and vegetable beverage blends (caffeine)	New York GBL §§ 349 & 350 and Consumer Protection Statutes of Other States and Territories; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>305</b> <i>Sibrian v. Cento Fine Foods, Inc.</i> , No. 2:19-CV-00974	E.D.N.Y.	2/19/2019	Canned tomatoes (source claim)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>306</b> <i>Watson v. Kellogg Sales Co.</i> , No. 1:19-CV-01356	S.D.N.Y.	2/12/2019	Graham Cracker (white flour)	New York GBL §§ 349 & 350 and Illinois Consumer Fraud and Deceptive Business Practices Act; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>307</b> <i>Sharpe v. A &amp; W Concentrate Co.</i> , No. 1:19-CV-00768	E.D.N.Y.	2/7/2019	Carbonated soft drinks (vanilla)	New York GBL §§ 349 & 350 and Illinois Consumer Fraud and Deceptive Business Practices Act; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>308</b> <i>Jamison v. Target Corp.</i> , No. 1:19-CV-00650	E.D.N.Y.	2/1/2019	Graham crackers (refined white flour and sugar)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>309</b> <i>Brown v. Walmart Inc.</i> , No. 2:19-CV-00569	E.D.N.Y.	1/29/2019	Graham crackers (refined white flour and sugar)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment



Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>310</b> <i>Kennedy v. Mondelez Glob. LLC</i> , No. 1:19-CV-00302	E.D.N.Y.	1/15/2019	Graham crackers (refined white flour)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>311</b> <i>Elliott v. Food For Life Baking Co., Inc.</i> , No. 1:19-CV-00249	E.D.N.Y.	1/13/2019	Breakfast cereal (nutritional claims)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>312</b> <i>Hightower v. Beyond Better Foods, LLC</i> , No. 1:19-CV-00004	E.D.N.Y.	1/1/2019	Ice cream (low fat, light claims)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>313</b> <i>Gibbs v. Pepperidge Farm, Inc.</i> , No. 1:18-CV-07411	E.D.N.Y.	12/27/2018	Garlic bread (butter)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>314</b> <i>Bowman v. Tropicana Products, Inc.</i> , No. 1:18-CV-07251	E.D.N.Y.	12/19/2018	Fruit juices (nutritional claims)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>315</b> <i>Melendez v. One Brands, LLC</i> , No. 1:18-CV-06650	E.D.N.Y.	11/20/2018	Nutrition bars (carbohydrate content)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>316</b> <i>Sarr v. BEF Foods, Inc.</i> , No. 1:18-CV-06409	E.D.N.Y.	11/11/2018	Mashed potatoes (butter)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>317</b> <i>Brown v. Miyoko's Kitchen, Inc.</i> , No. 2:18-CV-06079	E.D.N.Y.	10/30/2018	Alternative dairy products (butter)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>318</b> <i>Evans v. Small Planet Foods, Inc.</i> , No. 1:18-CV-06009	E.D.N.Y.	10/26/2018	Fruit and nut bars (whole food)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>319</b> <i>Campbell-Clark v. Blue Diamond Growers</i> , No. 1:18-CV-05577	E.D.N.Y.	10/5/2018	Crackers (almond content)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>320</b> <i>Song v. Kind LLC</i> , No. 1:18-CV-04982	E.D.N.Y.	9/4/2018	Fruit bars (whole fruit)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>321</b> <i>Ransom v. Premier Nutrition Corp.</i> , No. 1:18-CV-04617	E.D.N.Y.	8/16/2018	Protein bars (milk protein)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>322</b> <i>Pizzirusso v. Chi. Bar Co. LLC</i> , No. 1:18-CV-03529	E.D.N.Y.	6/15/2018	Food bars (egg whites)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>323</b> <i>Condon v. Unilever U.S., Inc.</i> , No. 2:18-CV-02977	E.D.N.Y.	5/18/2018	Ice cream (soluble corn fiber)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>324</b> <i>Berger v. Eden Creamery LLC</i> , No. 1:18-CV-02745	E.D.N.Y.	5/9/2018	Ice cream ("light" claim)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>325</b> <i>Reyes v. Crystal Farms Refrigerated Distrib. Co.</i> , No. 1:18-CV-02250	E.D.N.Y.	4/16/2018	Mashed potatoes (butter)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>326</b> <i>Louis v. Stop &amp; Shop Supermarket Co. LLC</i> , No. 1:18-CV-02221	E.D.N.Y.	4/15/2018	Mashed potatoes (butter)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>327</b> <i>Jamison v. Trader Joe's Co.</i> , No. 1:18-CV-02216	E.D.N.Y.	4/14/2018	Fruit bars (whole fruit)	New York GBL §§ 349 & 350; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment

Case Name and Number	Court	Date Filed	Product and Ingredient at Issue	Claims Brought
<b>328</b> <i>Medina v. That's It Nutrition, LLC</i> , No. 1:18-CV-02022	E.D.N.Y.	4/4/2018	Snack food products (whole fruit)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>329</b> <i>Richburg v. Rebbl, Inc.</i> , No. 1:18-CV-01674	E.D.N.Y.	3/16/2018	Plant-based beverages (super herbs, coconut milk)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>330</b> <i>Condon v. Eat Real Snacks USA LLC</i> , No. 2:18-CV-01497	E.D.N.Y.	3/10/2018	Snack products (corn)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>331</b> <i>Ransom v. I Heart Foods Corp.</i> , No. 1:18-CV-01465	E.D.N.Y.	3/8/2018	Snack products (quinoa)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>332</b> <i>Hightower v. Am. Halal Co. Inc.</i> , No. 1:18-CV-01293	E.D.N.Y.	2/28/2018	Crackers (corn and pea flour)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>333</b> <i>Louis v. MJS Am. LLC</i> , No. 1:18-CV-01046	E.D.N.Y.	2/18/2018	Snack products (rice and peas)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>334</b> <i>Sanabria v. Simple Mills Inc.</i> , No. 2:18-CV-00809	E.D.N.Y.	2/6/2018	Crackers (almond flour content)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud; Unjust Enrichment
<b>335</b> <i>Leguette v. Schwans Co.</i> , No. 1:17-CV-07599	E.D.N.Y.	12/31/2017	Frozen desserts (butter)	New York GBL §§ 349 & 350; Breach of Express Warranty and Implied Warranty of Merchantability; Unjust Enrichment
<b>336</b> <i>Leguette v. Schwans Co.</i> , No. 1:19-CV-02551	E.D.N.Y.	12/31/2017	Frozen desserts (butter)	Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), F.S.A., 501.201, et seq; Negligent Misrepresentation; Breach of Express Warranty and Implied Warranty of Merchantability; Fraud, Unjust Enrichment
<b>337</b> <i>Berger v. MFI Holding Corp.</i> , No. 2:17-CV-05728	E.D.N.Y.	11/17/2017	Refrigerated potato products (butter)	New York GBL §§ 349 & 350; Fraud; Implied Warranty of Merchantability; Unjust Enrichment

# **EXHIBIT B**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

**WESTERN DIVISION**

Amber Knautz, individually and on behalf of  
all others similarly situated,

Plaintiff,

- against -

Walmart Inc.,

Defendant

3:22-cv-50236

Class Action Complaint

Jury Trial Demanded

Plaintiff alleges upon information and belief, except for allegations pertaining to Plaintiff, which are based on personal knowledge:

1. Walmart Inc. (“Defendant”) manufactures, markets, labels, and sells chocolate caramel coffee whitener identified as a coffee creamer under the Great Value brand (“Product”).

**I. DAIRY PRODUCTS AND COFFEE**

2. Coffee drinkers often add dairy products, ranging from skim milk to heavy cream, to soften its naturally strong taste.

3. Google Dictionary defines cream as “the thick white or pale yellow fatty liquid which rises to the top when milk is left to stand.”

4. Merriam-Webster defines cream as the “yellowish part of milk containing from 18 to about 40 percent butterfat.”

5. The Britannica Dictionary defines cream as “the thick part of milk that rises to the top; the part of milk that contains fat.”

6. Collins Dictionary defines cream as “a thick yellowish-white liquid taken from milk.”

7. Dictionary.com defines cream as “the fatty part of milk, which rises to the surface when the liquid is allowed to stand unless homogenized.”

8. The Food and Drug Administration (“FDA”) and identical State regulations, define cream as “the liquid milk product high in fat separated from milk, [with] not less than 18 percent milkfat.” 21 C.F.R. § 131.3(a).

9. Coffee cream – also called light cream – is a specialized dairy product made for whitening coffee, “which contains not less than 18 percent but less than 30 percent milkfat,” with added sweeteners and/or flavorings. 21 C.F.R. § 131.155(a).

## **II. NON-DAIRY COFFEE WHITENERS**

10. Non-dairy coffee whiteners were introduced in the 1960s.

11. These products distinguished themselves from types of cream made from dairy ingredients.

12. First, they were sold under the generic name, “coffee whiteners.”

13. Second, they were stocked in the frozen food sections of grocery stores.

14. In contrast, coffee cream and other dairy products were sold in the refrigerated foods section in the dairy case.

15. Third, the front label of these products prominently disclosed they were not dairy products.

16. Their labels included statements such as “A Vegetable Product – Contains No Milk or Milk Fat,” and “To Whiten and Enrich Coffee.”



### III. COFFEE CREAMER WITHOUT CREAM

17. The Product is marketed as a “Coffee Creamer,” shown through its statement of identity at eye level, on the middle of the label, above the identified flavor of Chocolate Caramel.



18. The lower right corner contains a yellow seal stating, “Ultra Pasteurized.”
19. “Pasteurized” refers to a process of partial sterilization, typically through heat treatment, that destroys pathogenic microorganisms in certain foods and beverages.
20. Milk-based beverages are required by law to be pasteurized and are the products most commonly pasteurized.
21. Consumers associate pasteurization with milk-based beverages because it has always been a requirement that pasteurization is prominently disclose on their front labels, shown on the images of the milk and light cream below.



22. By representing the Product with the statements, “Coffee Creamer” and “Ultra Pasteurized,” consumers are misled because it lacks cream and dairy ingredients beyond a *de minimis* amount of sodium caseinate, a milk derivative, shown through the ingredient list.

**INGREDIENTS:** SUGAR, WATER, SUNFLOWER OIL, CORN SYRUP, LESS THAN 2% OF NATURAL AND ARTIFICIAL FLAVORS, COCOA PROCESSED WITH ALKALI, SODIUM CASEINATE (A MILK DERIVATIVE\*), DIPOTASSIUM PHOSPHATE, POLYSORBATE 60, MONO AND DIGLYCERIDES, COLOR ADDED, SODIUM STEAROYL LACTYLATE, CARRAGEENAN, CARAMEL COLOR, RED 40, BLUE 1. \*NOT A SOURCE OF LACTOSE.

**INGREDIENTS:** SUGAR, WATER, SUNFLOWER OIL, CORN SYRUP, LESS THAN 2% OF NATURAL AND ARTIFICIAL FLAVORS, COCOA PROCESSED WITH ALKALI, SODIUM CASEINATE (A MILK DERIVATIVE\*), DIPOTASSIUM PHOSPHATE, POLYSORBATE 60, MONO AND DIGLYCERIDES, COLOR ADDED, SODIUM STEAROYL LACTYLATE, CARRAGEENAN, CARAMEL COLOR, RED 40, BLUE 1. \*NOT A SOURCE OF LACTOSE.

23. In place of cream, the Product substitutes water and sunflower oil, the second and third ingredients, to reduce costs.

24. Cream is known for its “creamy” taste because milkfat contains hundreds of lactones, aroma compounds which contribute to its taste.

25. The name “coffee creamer” is almost identical to “coffee cream,” defined by the FDA as a dairy product.

26. Consumers value cream from dairy ingredients for its nutritive purposes.

27. Research indicates fats in dairy ingredients do not increase the risk of cardiovascular disease or increase cholesterol, in contrast to vegetable oils.

28. Dairy ingredients also contain protein, calcium and vitamins A, D, E, and K, which are absent from refined vegetable oils like sunflower oil.

29. Consumers are misled to expect the presence of cream, from dairy ingredients.

30. Defendant makes other representations and omissions with respect to the Product which are false and misleading.

31. Reasonable consumers must and do rely on a company to honestly and lawfully market and describe the components, attributes, and features of a product, relative to itself and other comparable products or alternatives.

32. The value of the Product that Plaintiff purchased was materially less than its value as represented by Defendant.

33. Defendant sold more of the Product and at higher prices than it would have in the absence of this misconduct, resulting in additional profits at the expense of consumers.

34. Had Plaintiff known the truth, she would not have bought the Product or would have paid less for it.

35. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than \$3.68 for 32 FL OZ (946 mL), excluding tax and sales, higher than similar products, represented in a non-misleading way, and higher than it would be sold for absent the misleading representations and omissions.

#### Jurisdiction and Venue

36. Jurisdiction is based on the Class Action Fairness Act of 2005 (“CAFA”). 28 U.S.C. § 1332(d)(2).

37. The aggregate amount in controversy exceeds \$5 million, including any statutory and punitive damages, exclusive of interest and costs.

38. Plaintiff Amber Knautz is a citizen of Illinois.

39. Defendant Walmart Inc. is a Delaware corporation with a principal place of business

in Bentonville, Arkansas, Benton County.

40. Plaintiff's citizenship of Illinois is diverse from Defendant's.

41. The class of persons Plaintiff seeks to represent includes persons who are citizens of different states from which Defendant is a citizen.

42. The members of the class Plaintiff seeks to represent are more than 100, because the Product has been sold for several years, with the representations described here, at hundreds of stores in the states covered by Plaintiff's proposed classes.

43. The Product is available to consumers from Defendant's stores and website.

44. Venue is in this District because Plaintiff resides in this District and the actions giving rise to the claims occurred within this District.

45. This action is properly assigned to the Western Division of this District because a substantial part of the events or omissions giving rise to these claims occurred in Stephenson County, including Plaintiff's purchase, consumption, and/or use of the Product and awareness and/or experiences of and with the issues described.

#### Parties

46. Plaintiff Amber Knautz is a citizen of Freeport, Stephenson County, Illinois.

47. Defendant Walmart Inc. is a Delaware corporation with a principal place of business in Bentonville, Benton County, Arkansas.

48. Walmart is an American multinational retail corporation that operates a chain of over 5,000 supercenters throughout the nation, selling everything from furniture to groceries.

49. While Walmart sells leading national brands, it also sells a large number of products under one of its private label brands, Great Value.

50. Private label products are made by third-party manufacturers and sold under the



name of the retailer, or its sub-brands.

51. Previously referred to as “generic” or “store brand,” private label products have increased in quality, and often are superior to their national brand counterparts.

52. Products under the Great Value brand have an industry-wide reputation for quality and value.

53. In releasing products under the Great Value brand, Defendant’s foremost criteria was to have high-quality products that were equal to or better than the national brands.

54. Defendant is able to get national brands to produce its private label items due its loyal customer base and tough negotiating.

55. That Great Value branded products met this high bar was proven by focus groups, which rated them above the name brand equivalent.

56. Private label products generate higher profits for retailers because national brands spend significantly more on marketing, contributing to their higher prices.

57. A survey by The Nielsen Co. “found nearly three out of four American consumers believe store brands are good alternatives to national brands, and more than 60 percent consider them to be just as good.”

58. Private label products under the Great Value brand benefit by their association with consumers’ appreciation for the Walmart brand as a whole.

59. The development of private label items is a growth area for Walmart, as they select only top suppliers to develop and produce Great Value products.

60. These facts show a company with a significant amount of goodwill and equity when it comes to consumer purchasing.

61. Plaintiff purchased the Product on one or more occasions within the statutes of



limitations for each cause of action alleged, at Defendant's stores, at locations such as 2545 Il Route 26 S, Freeport, IL 61032, between March and April 2022, among other times.

62. Plaintiff bought the Product because she believed and expected the Product contained cream, a dairy ingredient because that is what the representations and omissions said and implied, on the front label and/or the absence of any reference or statement elsewhere on the Product.

63. Plaintiff relied on the words, terms coloring, descriptions, layout, placement, packaging, hang tags, and/or images on the Product, on the labeling, statements, omissions, claims, and instructions, made by Defendant or at its directions, in digital, print and/or social media, which accompanied the Product and separately, through in-store, digital, audio, and print marketing.

64. Plaintiff bought the Product at or exceeding the above-referenced price.

65. Plaintiff would not have purchased the Product if she knew the representations and omissions were false and misleading or would have paid less for it.

66. Plaintiff chose between Defendant's Product and products represented similarly, but which did not misrepresent their attributes, requirements, instructions, features, and/or components.

67. The Product was worth less than what Plaintiff paid and she would not have paid as much absent Defendant's false and misleading statements and omissions.

#### Class Allegations

68. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following classes:

**Illinois Class:** All persons in the State of Illinois who purchased the Product during the statutes of limitations for each cause of action alleged; and

**Consumer Fraud Multi-State Class:** All persons in the States of North Dakota, Texas, West Virginia, Virginia, Kentucky, New Mexico, Oklahoma, Utah, Nebraska, South Carolina, Kansas, and Wyoming who purchased the Product during the statutes of

limitations for each cause of action alleged.

69. Common questions of issues, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

70. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

71. Plaintiff is an adequate representative because her interests do not conflict with other members.

72. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

73. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

74. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

Illinois Consumer Fraud and Deceptive Business Practices Act  
("ICFA"), 815 ILCS 505/1, et seq.

(Consumer Protection Statute)

75. Plaintiff incorporates by reference all preceding paragraphs.

76. Plaintiff believed the Product contained cream, understood as a dairy ingredient.

77. Defendant's false, misleading, and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

78. Defendant misrepresented the Product through statements, omissions, ambiguities, half-truths and/or actions.

79. Plaintiff relied on the representations and omissions to believe the Product contained

cream, understood as a dairy ingredient.

80. Plaintiff would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

81. Plaintiff seeks class-wide injunctive relief because the practices continue.

Violation of State Consumer Fraud Acts

(On Behalf of the Consumer Fraud Multi-State Class)

82. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class are similar to the consumer protection statute invoked by Plaintiff and prohibit the use of unfair or deceptive business practices in the conduct of commerce.

83. The members of the Consumer Fraud Multi-State Class reserve their rights to assert their consumer protection claims under the Consumer Fraud Acts of the States they represent and/or the consumer protection statute invoked by Plaintiff.

84. Defendant intended that members of the Consumer Fraud Multi-State Class would rely upon its deceptive conduct.

85. As a result of Defendant's use of artifice, and unfair or deceptive acts or business practices, the members of the Consumer Fraud Multi-State Class sustained damages.

86. Defendant's conduct showed motive and a reckless disregard of the truth such that an award of punitive damages is appropriate.

Breaches of Express Warranty,  
Implied Warranty of Merchantability/Fitness for a Particular Purpose  
and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.

87. The Product was manufactured, identified, marketed, and sold by Defendant and expressly and impliedly warranted to Plaintiff that it contained cream, understood as a dairy ingredient.

88. Defendant directly marketed the Product to Plaintiff through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, product descriptions distributed to resellers, and targeted digital advertising.

89. Defendant knew the product attributes that potential customers like Plaintiff were seeking and developed its marketing and labeling to directly meet those needs and desires.

90. Defendant's representations about the Product were conveyed in writing and promised it would be defect-free, and Plaintiff understood this meant that it contained cream, understood as a dairy ingredient.

91. Defendant's representations affirmed and promised that the Product contained cream, understood as a dairy ingredient.

92. Defendant described the Product so Plaintiff believed it contained cream, understood as a dairy ingredient, which became part of the basis of the bargain that it would conform to its affirmations and promises.

93. Defendant had a duty to disclose and/or provide non-deceptive descriptions and marketing of the Product.

94. This duty is based on Defendant's outsized role in the market for this type of Product, a trusted company known for its high-quality products.

95. Plaintiff recently became aware of Defendant's breach of the Product's warranties.

96. Plaintiff provided or will provide notice to Defendant, its agents, representatives, retailers, and their employees.

97. Plaintiff hereby provides notice to Defendant that it breached the express and implied warranties associated with the Product.

98. Defendant received notice and should have been aware of these issues due to

complaints by third-parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

99. The Product did not conform to its affirmations of fact and promises due to Defendant's actions.

100. The Product was not merchantable because it was not fit to pass in the trade as advertised, not fit for the ordinary purpose for which it was intended and did not conform to the promises or affirmations of fact made on the packaging, container or label, because it was marketed as if it contained cream, a dairy ingredient.

101. The Product was not merchantable because Defendant had reason to know the particular purpose for which the Product was bought by Plaintiff, because she expected it contained cream, a dairy ingredient, and she relied on Defendant's skill and judgment to select or furnish such a suitable product.

102. Plaintiff would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

#### Negligent Misrepresentation

103. Defendant had a duty to truthfully represent the Product, which it breached.

104. This duty was non-delegable, based on Defendant's position, holding itself out as having special knowledge and experience in this area, a trusted company, known for its transparent labeling, and its commitment to putting customers first.

105. Defendant's representations and omissions regarding the Product went beyond the specific representations on the packaging, as they incorporated the extra-labeling promises and commitments to quality, transparency and putting customers first, that it has been known for.

106. These promises were outside of the standard representations that other companies may make in a standard arms-length, retail context.

107. The representations took advantage of consumers' cognitive shortcuts made at the point-of-sale and their trust in Defendant.

108. Plaintiff reasonably and justifiably relied on these negligent misrepresentations and omissions, which served to induce and did induce, their purchase of the Product.

109. Plaintiff would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

#### Fraud

110. Defendant misrepresented and/or omitted the attributes and qualities of the Product, that it contained cream, understood as a dairy ingredient.

111. The records Defendant is required to maintain, and/or the information inconspicuously disclosed to consumers, provided it with actual and constructive knowledge of the falsity and deception, through statements and omissions.

112. Defendant knew of the issues described here yet did not address them.

113. Defendant's fraudulent intent is evinced by its knowledge that the Product was not consistent with its representations.

#### Unjust Enrichment

114. Defendant obtained benefits and monies because the Product was not as represented and expected, to the detriment and impoverishment of Plaintiff and class members, who seek restitution and disgorgement of inequitably obtained profits.

#### Jury Demand and Prayer for Relief

Plaintiff demands a jury trial on all issues.

**WHEREFORE**, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the Class;



2. Entering preliminary and permanent injunctive relief by directing Defendant to correct the challenged practices to comply with the law;
3. Injunctive relief to remove, correct and/or refrain from the challenged practices and representations, and restitution and disgorgement for members of the Class pursuant to applicable laws;
4. Restitution and disgorgement for members of the Class pursuant to applicable laws;
5. Awarding monetary damages, statutory and/or punitive damages pursuant to any statutory claims and interest pursuant to the common law and other statutory claims;
6. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
7. Other and further relief as the Court deems just and proper.

Dated: July 1, 2022

Respectfully submitted,

/s/Spencer Sheehan

Sheehan & Associates, P.C.

Spencer Sheehan

60 Cuttermill Rd Ste 412

Great Neck NY 11021

Tel: (516) 268-7080

spencer@spencersheehan.com

# **EXHIBIT C**

# United States Patent Office

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795,649  
Registered Sept. 7, 1965

## PRINCIPAL REGISTER Trademark

Ser. No. 175,391, filed Aug. 20, 1963

### COFFEE RICH

Coffee Rich Inc. (Delaware corporation)  
1145 Niagara St.  
Buffalo, N.Y.

For: EDIBLE OLEAGINOUS EMULSION FOR USE  
AS ADDITIVE TO COFFEE BEVERAGE TO ENRICH  
ITS FLAVOR AND MODIFY ITS COLOR, in CLASS  
46.

First use in about January 1961; in commerce in about  
January 1961.



[illegible]

# **EXHIBIT D**



Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Renewal

Reg. No. 838,490

Registered Nov. 7, 1967

OG Date June 14, 1988

**TRADEMARK  
PRINCIPAL REGISTER**

**COFFEE-MATE**

SOCIETE DES PRODUITS NESTLE S. A.  
(SWITZERLAND CORPORATION)

CASE POSTALE 353

VEVEY, SWITZERLAND, ASSIGNEE OF  
CARNATION COMPANY (DELA-  
WARE CORPORATION) LOS ANGE-  
LES, CA

OWNER OF U.S. REG. NO. 717,258.

FOR: POWDERED NON-DAIRY  
COFFEE CREAMER, IN CLASS 46 (INT.  
CL. 30).

FIRST USE 2-2-1961; IN COMMERCE  
2-2-1961.

SER. NO. 259,404, FILED 11-25-1966.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on June 14, 1988.*

COMMISSIONER OF PATENTS AND TRADEMARKS

Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Renewal

Reg. No. 838,490

Registered Nov. 7, 1967

OG Date June 14, 1988

**TRADEMARK  
PRINCIPAL REGISTER**

**COFFEE-MATE**

SOCIETE DES PRODUITS NESTLE S. A.  
(SWITZERLAND CORPORATION)

CASE POSTALE 353

VEVEY, SWITZERLAND, ASSIGNEE OF  
CARNATION COMPANY (DELA-  
WARE CORPORATION) LOS ANGE-  
LES, CA

OWNER OF U.S. REG. NO. 717,258.

FOR: POWDERED NON-DAIRY  
COFFEE CREAMER, IN CLASS 46 (INT.  
CL. 30).

FIRST USE 2-2-1961; IN COMMERCE  
2-2-1961.

SER. NO. 259,404, FILED 11-25-1966.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on June 14, 1988.*

COMMISSIONER OF PATENTS AND TRADEMARKS

# United States Patent Office

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838,490  
Registered Nov. 7, 1967

## PRINCIPAL REGISTER Trademark

Ser. No. 259,404, filed Nov. 25, 1966

### COFFEE-MATE

Carnation Company (Delaware corporation)  
5045 Wilshire Blvd.  
Los Angeles, Calif. 90036

For: POWDERED NON-DAIRY COFFEE CREAM-  
ER, in CLASS 46.  
First use Feb. 2, 1961; in commerce Feb. 2, 1961.  
Owner of Reg. No. 717,258.

P. P. GRALNICK, *Examiner.*

PURC AHW 3004-212

CARNATION COMPANY, LOS ANGELES, CALIF., U.S.A.  
Ingredients: Corn syrup solids, vegetable fat, sodium caseinate, dipotassium phosphate, emulsifier, sodium silico-aluminate, artificial flavor and artificial colors.

INSTANT NET WT. 3 OZ.  
**Coffee-mate**™

FOR YOUR COFFEE

**Coffee-mate NON-DAIRY COFFEE CREAMER**

**IN HOT COFFEE:** Add a teaspoon of Coffee-mate to hot coffee. For richer flavor add more Coffee-mate to coffee, tea or cocoa.

**FOR LIQUID COFFEE-MATE:** Mix 2 parts of hot water with 1 part of Coffee-mate. Store liquid in refrigerator.

ONLY 11 CALORIES PER LEVEL TEASPOON. REFRIGERATE

**You can whip Coffee-mate**

**WHIPPED CREAM:** 1/2 cup Coffee-mate, 1/2 tsp vanilla  
2/3 cup cold milk, 1/2 cup sifted  
1/4 cup cold milk, 1/2 cup sugar  
Chill bowl and beaters in refrigerator for 15 minutes. Beat in chilled bowl, whip at high speed with electric mixer until soft peaks form (3 to 5 minutes). Add more vanilla, if desired. Makes about 1 cup.

PURC AHW 3004-212

CARNATION COMPANY, LOS ANGELES, CALIF., U.S.A.  
**Ingredients:** Corn syrup solids, vegetable fat, sodium caseinate, dipotassium phosphate, emulsifier, sodium silico-aluminate, artificial flavor and artificial colors.

**Instant** NET WT. 3 OZ.  
**Coffee-mate**™



**FOR YOUR COFFEE**



**Coffee-mate NON-DAIRY COFFEE CREAMER**

**IN HOT COFFEE:** Add a teaspoon of Coffee-mate to hot coffee. For richer flavor add more Coffee-mate to coffee, tea or cocoa.

**FOR LIQUID COFFEE-MATE:** Mix 2 parts of hot water with 1 part of Coffee-mate. Store liquid in refrigerator.

ONLY 11 CALORIES PER LEVEL TEASPOON • NO NEED TO REFRIGERATE



**You can whip Coffee-mate**

**WHIPPED TOPPING:** 1 teaspoon vanilla  
2/3 cup Coffee-mate 1/2 cup sifted  
1/4 cup cold milk powdered sugar


Chill bowl and beaters in refrigerator for 15 minutes. Blend ingredients in chilled bowl, whip at high speed with electric mixer until soft peaks form (3 to 5 minutes). Add more vanilla, if desired. Makes about 1 cup.

PURC AHW 3008 212

CARNATION COMPANY, LOS ANGELES, CALIF., U. S. A.  
Ingredients: Corn syrup solids, vegetable fat, sodium caseinate, dipotassium phosphate, emulsifier, sodium silico-aluminate, artificial flavor and artificial colors.


NET WT. 6 OZ.

# INSTANT Coffee-mate™



**non-dairy creamer**

## FOR YOUR COFFEE




### Coffee-mate NON-DAIRY COFFEE CREAMER

**IN HOT COFFEE:** Add a teaspoon of Coffee-mate to hot coffee. For richer flavor add more Coffee-mate to coffee, tea or cocoa.

**FOR LIQUID COFFEE-MATE:** Mix 2 parts of hot water with 1 part of Coffee-mate. Store liquid in refrigerator.

ONLY 11 CALORIES PER LEVEL TEASPOON • NO NEED TO REFRIGERATE



### You can whip Coffee-mate

**WHIPPED TOPPING**  
1/4 cup Coffee-mate 1 1/2 teaspoons sifted powdered sugar  
1/4 cup cold milk

Chill bowl and beaters in refrigerator for 15 minutes. Blend ingredients in chilled bowl, whip at high speed with electric mixer until soft peaks form (3 to 5 minutes). Add more vanilla, if desired. Makes about 1 cup.



PLIC AHV 2015/20

CARNATION COMPANY, LOS ANGELES, CALIF., U. S. A.  
 Ingredients: Corn syrup solids, vegetable fat, sodium caseinate, dipotassium phosphate, emulsifier, sodium silico-aluminate, artificial flavor and artificial colors.

NET WT. 11 OZ.  
**Instant**  
**Coffee-mate**



**FOR YOUR COFFEE**



**Coffee-mate**

**NON-DAIRY COFFEE CREAMER**

**IN HOT COFFEE:** Add a teaspoon of Coffee-mate to hot coffee. For richer flavor add more Coffee-mate to coffee, tea or cocoa.

**FOR LIQUID COFFEE-MATE:** Mix 2 parts of hot water with 1 part of Coffee-mate. Store liquid in refrigerator.

ONLY 11 CALORIES PER LEVEL TEASPOON • NO NEED TO REFRIGERATE



**You can whip Coffee-mate**

**WHIPPED TOPPING**

1 1/2 teaspoon vanilla  
 2/3 cup Coffee-mate 1 1/2 tablespoons sifted  
 1/4 cup cold milk 1/2 cup powdered sugar

Chill bowl and beaters in refrigerator for 15 minutes. Blend ingredients in chilled bowl, whip at high speed with electric mixer until soft peaks form (3 to 5 minutes). Add more vanilla, if desired. Makes about 1 cup.

PLUNC/ANW 2015-20

CARNATION COMPANY, LOS ANGELES, CALIF., U. S. A.  
Ingredients: Corn syrup solids, vegetable fat, sodium caseinate, dipotassium phosphate, emulsifier, sodium silico-aluminate, artificial flavor and artificial colors.

NET WT. 11 OZ.  
**Instant**  
**Coffee-mate**



**FOR YOUR COFFEE**



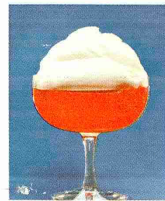
**Coffee-mate**

**NON-DAIRY COFFEE CREAMER**

**IN HOT COFFEE:** Add a teaspoon of Coffee-mate to hot coffee. For richer flavor add more Coffee-mate to coffee, tea or cocoa.

**FOR LIQUID COFFEE-MATE:** Mix 2 parts of hot water with 1 part of Coffee-mate. Store liquid in refrigerator.

ONLY 11 CALORIES PER LEVEL TEASPOON · NO NEED TO REFRIGERATE



**You can whip Coffee-mate**

**WHIPPED TOPPING:** 1/2 teaspoon vanilla  
2/3 cup Coffee-mate, 1 1/2 tablespoons sifted  
1/4 cup cold milk, 1/4 cup powdered sugar

Chill bowl and beaters in refrigerator for 15 minutes. Blend ingredients in chilled bowl, whip at high speed with electric mixer until soft peaks form (3 to 5 minutes). Add more vanilla, if desired. Makes about 1 cup.

